court to prevent a disturbance regardless of what may be the conflicting interest.

CRIMINAL LAW—COMMENCEMENT OF TERM OF IMPRISONMENT.—A United States marshal surrendered a prisoner convicted of assault with intent to kill and whom he was conducting to the United States penitentiary at Fort Leavenworth, to another U. S. marshal by whom he was detained for trial for robbery of the mail. His first sentence was for five years. For the second offense he was sentenced for life in the U. S. penitentiary at Columbus. This sentence was afterwards reduced to five years imprisonment by the president. Upon his release from Columbus he was brought to U. S. penitentiary at Fort Leavenworth, to serve his original sentence. On *habeas corpus*, *Held*, that the prisoner's first sentence began to run at the time the marshal should have performed his duty and committed him to the proper custody; and that in contemplation of law he has been serving out the first sentence and is entitled to the allowance for good behavior. *In re Jennings* (1902), 118 Fed. Rep. 479.

In the course of the opinion the court says: "No ministerial officer by disobeying the mandate of the court could suspend the operation of the sentence it imposed. The prisoner passes by virtue of the sentence into a custody different from that of the court in which he was convicted." Such appears to be a concise statement of the law upon this subject. Were it otherwise a ministerial officer would be able to destroy the power of the courts in the execution of their commands. That a ministerial officer cannot suspend the operation of an order of the court is held by *Ex Parte Nixon*, 2 S. C. (2 Rich.) 4. That the term of imprisonment begins to run immediately is sustained by *Ex parte Roberts*, 9 Nev. 44, 16 Am. Rep. 1; *U. S.* v. *Patterson*, 29 Fed. Rep. 775; *In re Fuller*, 34 Neb. 581, 52 N. W. 577.

CRIMINAL LAW—DEPRIVING OF NECESSARY SUSTENANCE—MEDICINE.—A father because of religious belief, refused his sick child medicine, nor would he provide medicine for any of his family during sickness. In a prosecution under a statute making it a misdemeanor to deprive a child of necessary sustenance, *Held*, that necessary sustenance does not include medicine. *Justice* v. *State* (1902), — Ga. —, 42 S. E. Rep. 1013.

Whether medicine is a part of necessary sustenance is a question upon which the authorities divide. Sustenance should include maintenance and support. ANDERSON'S DICTIONARY OF LAW; *Jemerson* v. *State of Georgia*, 80 Ga. 111. In sickness medicine is often as necessary to the sustenance of life as food itself, and the term should apply to both sickness and health. That medicine is a necessary is established by the great weight of authority. SCHOULER, DOM. REL. sec. 411; RODGERS, DOM. REL. sec. 448; AMER. & ENG. ENCYC. OF LAW, Vol. XV, p. 877; *McClallen* v. *Adams*, 19 Pick. 333; *Reed* v. *Crissey*, 63 Mo. App. 184; *Seybold* v. *Morgan*, 43 Ill. App. 39; *Rogers* v. *Turner*, 59 Mo. 116; *Matter of Igglesden*, 3 Redfield 375. That medicine is a part of necessary sustenance and support is sustained by *May* v. *Smith*, 48 Ala. 483; *Wall* v. *Williams*, 93 N. Car. 327, 53 Am. Rep. 458; AMER. & ENG. ENCYC. OF LAW, Vol. 24, note at p. 706. Upon principle this view seems correct, but it is denied in *Grant* v. *Dabney*, 19 Kan. 389, 27 Am. Rep. 125.

DEEDS—COVENANTS THAT RUN WITH THE LAND.—S sold certain land to H with covenants against incumbrances. H sold the same land to B with like covenants. B brings action against S for breach of the covenants in the deed from S to H. *Held*, that such action would not lie. *Sears* v. *Broady* (1902), — Neb. —, 92 N. W. Rep. 214.

The question involved was whether covenants against incumbrances run with the land. In view of previous decisions in Nebraska it was held that

they do not. The following cases sustain this view: *Bondeau* v. *Sheridan*, 81 Mo. 545; *Carter* v. *Denman*, 23 N. J. L. 260; *Salmon* v. *Vallejo*, 41 Cal. 481; *Dale* v. *Shively*, 8 Kans. 276; *Moore* v. *Merril*, 17 N. H. 75, 43 Am. Dec. 593; *Guerin* v. *Smith*, 62 Mich. 369, 28 N. W. Rep. 906; *Marbury* v. *Thornton*, 82 Va. 702, 1 S. E. Rep. 909; *Sayre* v. *Sheffield, etc. Coal Co.*, 106 Ala. 440, 18 So. 101. See also WILLARD ON REAL ESTATE, 413. The foundation for the above holdings is the fact that choses in action are not assignable at common law. There are a number of courts in the United States that follow what is known as the American doctrine. These courts hold that, since covenants against incumbrances are entered into for the sole purpose of protecting the title and also since the statutes in most of the states have made choses in action assignable, the reason for restricting the right of action for the breach of such covenants to the immediate grantee is without foundation; especially when permitting the remote grantor to be sued will prevent a multiplicity of suits. *McCrady* v. *Brisbane*, 1 Nott. and McCord (S. C.) 104; *Gieszler* v. *DeGraaf* (1901), 166 N. Y. 339, 82 Am. S. Rep. 335; *Kimball* v. *Bryant*, 25 Minn. 496; *Foote* v. *Burnette*, 10 Ohio 317, 36 Am. D. 90; *Martin* v. *Baker*, 5 Blackf. (Ind.) 232; *Mecklem* v. *Blake*, 22 Wis. 495; *Knadler* v. *Sharpe*, 36 Ia. 232; *Cole* v. *Kimball*, 52 Vt. 639; RAWLE ON COV. OF TITLE, sec 211.

FALSE IMPRISONMENT—RIGHTS OF FINDER OF LOST ARTICLES—PUNITIVE DAMAGES WHERE INJURY NOMINAL.—Defendant company maintained open-air amusement grounds. All parts of the grounds were free to the public except an open-air theatre fenced off from the residue. Plaintiff visited the grounds and attended the performance at the theater. At the close of the performance, he sat down at a refreshment table, of which there were many scattered about the grounds, and while doing so he found a purse lying on the ground. He went immediately to the ticket office for the purpose of leaving the purse there, but found it closed. A waiter, employed by the company, asked plaintiff what he wanted and plaintiff explained to him. The waiter thereupon asserted that he was the proper person with whom to leave the purse. While he was talking another servant of the company appeared, who insisted that he was the proper custodian, and finally another servant claiming to be the manager, appeared and demanded that it be left with him. Plaintiff replied to them all that he did not know any of them but would deliver the purse only to the ticket office or a uniformed police officer. The three men insisted and "became violent, abusive and profane in their language to him and thereby attracted a large crowd." After detaining him some time and refusing to comply with his request to get the ticket office open or to bring a police officer, the manager ordered the others to arrest plaintiff. He was taken across the grounds, roughly handled, until a policeman was found to whom plaintiff surrendered the purse, but who refused to take plaintiff into custody although the manager demanded that he do so. In an action against the company and the manager, the trial court charged the jury that the company had not only the right but the duty to exercise reasonable care in restoring lost articles, that the manager's request that the purse be delivered to him for that purpose was reasonable, and that they had a lawful right to eject plaintiff from the premises for his refusal and in so doing could use such force as was necessary. The jury rendered a verdict for the plaintiff, giving him no compensatory damages but awarding him one cent punitive damages. On appeal, *Held*, that the instruction was wrong, and that under the undisputed facts, plaintiff was entitled to have actual damages, in some amount, assessed in his favor. Judgment reversed. *Hoagland* v. *Forest Park Highlands Amusement Co.* (1902), — Mo. —, 70 S. W. Rep. 878.